



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

July 06, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#30 JULY 6, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

AWARD OF CONTRACT FOR MODERNIZATION AND MAINTENANCE OF PUBLIC WORKS HEADQUARTERS COMPLEX ELEVATORS (SUPERVISORIAL DISTRICT 5) (3 VOTES)

SUBJECT

This action is to award a contract for modernization and maintenance of the Department of Public Works Headquarters Complex elevators.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Award the contract for Modernization and Maintenance of the Department of Public Works Headquarters Complex Elevators to ThyssenKrupp Elevator Corporation, Inc., in the sum of \$97,767 for the modernization of the Annex elevators, Task 1; and an annual sum of \$85,500 for the annual maintenance of the elevators, Task 2. This contract will commence on July 28, 2010, for both Tasks 1 and 2. The term of Task 1 will continue until the final acceptance of completed work by the Department of Public Works; Task 2 will be for a term of one year with four 1-year renewal options for a maximum potential contract term of five years, and a potential maximum contract sum of \$525,267 for both Tasks 1 and 2.
3. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the contract sum for Task 1 and an annual contract sum for Task 2 for unforeseen, additional work within the scope of the contract, if required.

4. Authorize the Director of Public Works or her designee to execute the contract; to renew the contract for Task 2 for each additional renewal option if, in the opinion of the Director of Public Works or her designee, the ThyssenKrupp Elevator Corporation, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide modernization and maintenance to the Department of Public Works (Public Works) Headquarters Complex elevators. The work to be performed will consist of Task 1, modernization of the electrical systems in two elevators in the Annex building to conform to current California elevator code standards; and Task 2, maintenance on the equipment of all ten Public Works elevators. Public Works has contracted for maintenance of elevators since 1996.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1), Community and Municipal Services (Goal 3), and Public Safety (Goal 5). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The contract is for a sum of \$97,767 for Task 1 and an annual sum of \$85,500 for Task 2 plus 10 percent for unforeseen, additional work within the scope of the contract. These amounts are based on the unit prices quoted by the contractor and Public Works estimated annual utilization of the contractor's services. Public Works successfully negotiated with the contractor to reduce their rates by 5 percent from an estimated annual cost of \$192,912 to \$183,267 without adding extension years.

Financing for these services is included in the Fiscal Year 2010-11 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Funds to finance the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is ThyssenKrupp Elevator Corporation, Inc., located in Los Angeles, California. This contract will commence on July 28, 2010, for both Task 1 and Task 2. The term of Task 1 will continue until the final acceptance of completed work by Public Works; Task 2 will be for a term of one year with four 1-year renewal options. With your Board's delegated authority, the

Director of Public Works (Director) or her designee may renew Task 2 of the contract for four 1-year renewal options for a maximum potential contract period of five years.

The contract will be in the form previously reviewed and approved by County Counsel (Enclosure A). Prior to the Director executing this contract, the contractor will sign and County Counsel will review it as to form. The recommended contract with ThyssenKrupp Elevator Corporation, Inc, was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and your Board.

This contract contains terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for these contracted services was submitted on February 18, 2010, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to this recommended contract, which is for services required on an as-needed and intermittent basis; hence, this contract is not a Proposition A contract (Los Angeles County Code, Chapter 2.121).

This contract does not allow for a cost-of-living adjustment for the optional years.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that they meet the criteria set forth in Class 1, Section 15301 of CEQA.

CONTRACTING PROCESS

On February 19, 2010, Public Works solicited proposals from 47 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's bid website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On March 22, 2010, three proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The evaluation was based on criteria described in the RFP, which included the price, experience, work plan, references, and equipment utilizing the informed averaging methodology for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, ThyssenKrupp Elevator Corporation, Inc.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Administrative Services.

Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office
County Counsel
Executive Office

AGREEMENT FOR

MODERNIZATION AND MAINTENANCE OF PUBLIC WORKS HEADQUARTERS

COMPLEX ELEVATORS (2010-AN003)

THIS AGREEMENT, made and entered into this ____ day of _____, 2010, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and THYSSENKRUPP ELEVATOR CORPORATION, INC., a Corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on March 22, 2010, hereby agrees to provide services as described in this Contract for Modernization and Maintenance of Public Works Headquarters Complex Elevators (2010-AN003).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2.1, an amount not to exceed the sum of \$97,767 for Task 1 and an annual sum of \$85,500 for Task 2, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on July 28, 2010, for both Tasks 1 and 2. The term of Task 1 will continue until the final acceptance of completed work by the Department of Public Works; Task 2 will be for a term of one year with four 1-year renewal options for a maximum potential contract term of five years for Task 2. At the sole discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of five years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of extending the Contract for the full one year, this Contract may be extended on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month for Exhibit A, Section E, Task 2. For Exhibit A, Section D, Task 1, the CONTRACTOR shall follow the method of payment for Task 1, as provided in Exhibit A, Section F. Work performed shall be billed at the unit prices quoted in Form PW-2.1, Schedule of Prices. Upon Completion of Task 1 (i.e., final acceptance by COUNTY and release of retention), only Task 2 will be an ongoing task.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with the Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: The COUNTY and CONTRACTOR hereby agree to add the following to Exhibit A, Section E, Task 2 - Maintenance of Public Works Headquarters Complex Elevators, Paragraph 2, on page A.9:

- In addition, CONTRACTOR is not responsible to inspect or repair any underground hydraulic feed line or underground hydraulic jack cylinder unless they are damaged by the Contractor's negligence. Public Works finding of the cause of damage shall control and be binding.

TWELFTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through E, inclusive, the COUNTY'S provisions shall control and be binding.

THIRTEENTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

FOURTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Deputy

THYSSENKRUPP ELEVATOR
CORPORATION, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

P:\aspub\CONTRACT\Edwin\ELEVATOR\09-10 RFP\Board Letter\Elevator Modernization- AGREEMENT.doc

Bid Detail Information

Bid Number : PW-ASD # 780
Bid Title : Modernization and Maintenance of Public Works Headquarters Complex Elevators (2010-AN003)
Bid Type : Service
Department : Public Works
Commodity : ELEVATORS & PARTS-PASSENGER
Open Date : 2/19/2010
Closing Date : 3/1/2010 9:00 AM
Bid Amount : \$ 200,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Modernization and Maintenance of Public Works Headquarters Complex Elevators (2010-AN003). The total annual contract amount of this service is estimated to be \$200,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Edwin Manoukian at (626) 458 4057, emanoukian@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to, the following at the time of proposal submission:

- Proposer must have ten years of experience providing elevator modernization and maintenance. Proposer's modernization experience must entail electrical/electronic control upgrades and mechanical hydraulic repairs.
- Proposer must hold a valid and active California-issued C-11 Contractor's License at the time of proposal submission.
- Proposer's proposal must identify a Project Manager or equivalent for both modernization and maintenance phases of this contract who must have at least three years of experience providing elevator modernization and maintenance.
- Proposer's proposal must identify its plan to directly employ sufficient competent personnel within 50 miles of project to handle all required work.
- Proposer's proposal must identify its ability to maintain local stock of parts adequate for replacement on permanent or emergency basis.
- Proposer must provide its detail plan for responding to Public Works services calls for emergency and nonemergency services. After placing a call by the Contract Manager, Proposer must be able to be on-site within one hour for emergency calls and within 24 hours for nonemergency calls.

A Proposers' Conference will be held on Monday, March 1, 2010, at 9 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. A walk-through will be conducted after the conference. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK THROUGH IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk-through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference and walk-through, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, March 17, 2010, at 5:30 p.m. Please direct your questions to Mr. Manoukian at the number noted on the previous page.

Contact Name : Edwin Manoukian
Contact Phone# : (626) 458-4057
Contact Email : emanoukian@dpw.lacounty.gov
Last Changed On : 2/22/2010 10:28:57 AM

[Back to Last Window](#)